

AGREEMENT REGARDING PROPOSED SUBDIVISION
IMPOSITION OF JOINT PRIVATE DRIVEWAY ACCESS
EASEMENTS AND PARKING LOT USAGE EASEMENT

John and Linda Svenson (herein "Svensons") and 1962 Real Estate, LLC (herein "1962 Real Estate") have filed, and/or intending to file, a subdivision application with the Barrington Planning Board for the creation of five (5) lots as depicted on the "Lot Line Adjustment Subdivision Plan, Christmas Lane, NH Route 9, Franklin Pierce Highway, Barrington, Strafford County, New Hampshire prepared for: John and Linda Svenson and 1962 Real Estate, LLC" dated March 2015 by Norway Plains Associates, Inc., a copy of which is attached hereto as Exhibit 1 (herein the "Subdivision Plan").

As Svensons and 1962 Real Estate have applied for subdivision approval based on the Subdivision Plan, they are desirous of agreeing upon the cross easements which would facilitate the construction, use and maintenance of a private driveway (the "Private Driveway") which would provide access to the proposed new lots shown on the Subdivision Plan consistent with protecting the safety, health and welfare of the public and agreeing upon the joint use and maintenance of the "Existing Parking Lot" depicted on the Subdivision Plan on new Tax Map 239, Lot 2-1 (herein "Existing Parking Lot").

Svensons and 1962 Real Estate agree conditioned upon the Subdivision Plan being approved as follows:

1. Abandonment of three (3) current access points to NH Route 9. The three (3) current access points to NH Route 9 will be abandoned and closed off upon (a) New Hampshire DOT and Barrington site plan approval being obtained for the new Private Driveway described in paragraph 2 below; and (b) the Private Driveway being constructed in accordance with New Hampshire DOT and Barrington site plan approval.

2. New Private Driveway. The three (3) "doglegs" shown on the Subdivision Plan as portions of new Tax Map 235, Lot 1-1, Tax Map 235, Lot 1-2, and Tax Map 239, Lot 2-1 (herein the "New Lots") shall be utilized to create one (1) Private Driveway from NH Route 9 to the New Lots and Tax Map 235, Lot 1-0 and Tax Map 239, Lot 2-0. The Private Driveway shall, subject to the development by the Svensons, their successors or assigns, of Tax Map 235, Lot 1-2, initially be constructed by Svensons or their seccessors or assigns.

Svensons and 1962 Real Estate agree upon the Subdivision Plan being approved and the transfer of the portions of the Svensons' property to 1962 Real Estate required to create new Tax Map 239, Lot 2-1 and new Tax Map 239, Lot 2-0 being completed, to impose the following cross easements on the "dogleg" portions of the New Lots:

The "dogleg" portion of Tax Map 235, Lot 1-1, Tax Map 235, Lot 1-2 and Tax Map 239, Lot 2-1 shall be subject to non-exclusive easements for access to and from such properties and Tax Map 235, Lot 1-0, Tax Map 239, Lot 2-0 and Tax Map 235, Lot 4 to be used as a right-of-way in common with others for access to and from NH Route 9 to such New Lots and Tax Map 235, Lot 1-0, Tax Map 239, Lot 2-0 and Tax Map 235, Lot 4 (the "Cross Access Easement").

The Cross Access Easement is granted subject to the following conditions which are part of a common scheme for the benefit of and enforceable by each of the benefitted New Lots:

1. Each benefitted lot (Tax Map 235, Lots 1-0, 1-1, 1-2 and 4 and Tax Map 239, Lots 2-0 and 2-1) shall contribute an equal fractional share to the ongoing costs of maintenance and repair of the Private Driveway.

2. Repairs and maintenance of the Private Driveway shall be performed from time to time by agreement of a majority of the benefitted lots.

3. There shall be no parking upon or construction on the traveled portion of the Private Driveway by any person entitled to use the same.

4. The owner of New Lots, Tax Map 235, Lot 1-0 and Tax Map 239, Lot 2-0 benefitted by and entitled to use the Private Driveway shall have the right to construct, alter, repair, replace, maintain and operate underground utilities running from NH Route 9 through the Private Driveway to the lot owner's property.

3. Joint Use and Maintenance of Existing Parking Lot. (a) The Existing Parking Lot shown on the Subdivision Plan as a portion of new Tax Map 239, Lot 2-1 shall be used in common with the owner of new Tax Map 235, Lot 1-1 (the "Existing Christmas Dove Store") as a parking lot for the benefit of both properties. Subject to the provisions of Paragraph 3(b), each property shall have the non-exclusive right to use the Existing Parking Lot for customer parking. Repairs and maintenance of the Existing Parking Lot shall be performed from time to time by agreement of the owners of Tax Map 239, Lot 2-1 and Tax Map 235, Lot 1-1. The owner of Tax Map 239, Lot 2-1 shall have the right to designate the location of a driveway through the Existing Parking Lot to service the remaining portion of Tax Map 239, Lot 2-1. The costs for repairs and maintenance of the Existing Parking Lot shall be shared equally between the owners of Tax Map 235, Lot 1-1 and Tax Map 239, Lot 2-1. Tax Map 235, Lot 1-1 shall be granted a non-exclusive easement for access to and from the Existing Parking Lot across that portion of Tax Map 235, Lot 1-2 separating the Existing Parking Lot and Tax Map 235, Lot 1-1; (b) In the event the Existing Parking Lot shall, at any time, not have sufficient parking spots to service Tax

Map 235, Lot 1-1 and Tax Map 239, Lot 2-1 under and pursuant to the Barrington Zoning Ordinance and/or Barrington Site Plan Review Regulations, Tax Map 235, Lot 1-1 shall have first priority to the use of parking spots located in the Existing Parking Lot. Tax Map 239, Lot 2-1 shall only be entitled to the use of those parking spots in the Existing Parking Lot not allocated to the use requirements of Tax Map 235, Lot 1-1 under and pursuant to the Barrington Zoning Ordinance and Barrington Site Plan Review Regulations.

4. Transfer from Svensons to 1962 Real Estate. Upon the Subdivision Plan being approved and any applicable appeal period having expired, the Svensons for no additional consideration shall transfer to 1962 Real Estate by warranty deed the portions of the Svensons' property depicted on the Subdivision Plan necessary to create new Tax Map 239, Lot 2-1 and new Tax Map 239, Lot 2-0. All closing costs associated with such transfer, including transfer stamps and recording fees, shall be borne by 1962 Real Estate.

5. Termination of Prior Agreement. This Agreement supercedes and terminates the prior "Option to Acquire Non-Exclusive Access Easement" between the parties dated December 22, 2014 which is of no further force and effect.

6. Prior Statements. Any verbal representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

The parties have executed this Agreement this _____ day of _____, 2015.

Witness

John P. Svenson

Witness

Linda L. C. Svenson

1962 Real Estate, LLC

Witness

By: _____
Brian H. Hughes, Its President